

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 05-30186-MAP

MORRIS/SWITZER ENVIRONMENTS FOR)
HEALTH, INC.)
Plaintiff,)
V.)
LOOMIS COMMUNITIES, INC. F/K/A)
LOOMIS VILLAGE, INC. AND LOOMIS)
COMMUNITIES,)
Defendants.)

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant Loomis Communities, Inc. f/k/a Loomis Village, Inc. and Loomis Communities hereby files this Notice of Removal of the above-captioned lawsuit from the Hampshire Division of the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts, Hampshire County ("Hampshire Superior Court"), Civil Action No. 2005-00137A (the "State Court Action"), to the United States District Court for the District of Massachusetts. As grounds for this removal, Defendant states as follows:

1. This is an action for breach of contract, quantum meruit and mechanics lien over which this Court has jurisdiction by reason of the diversity of citizenship of the parties.
2. At all times relevant hereto and on June 30, 2005, when Plaintiff Morris/Switzer Environments for Health, Inc. commenced this action in Hampshire Superior Court, it has been a corporation organized and existing under the laws of the State of Vermont with a principal place of business in Williston, Vermont.

3. At all times relevant hereto and on June 30, 2005, when Plaintiff commenced this action in Hampshire Superior Court, the Defendant has been a corporation organized and existing under the laws of the Commonwealth of Massachusetts with a principal place of business in South Hadley, Massachusetts.

4. The matter in controversy exceeds, exclusive of costs and interest, the sum or value of \$75,000.00.

5. On July 21, 2005, Plaintiff served Defendant with the Summons, Civil Action Coversheet and Complaint, which constitutes all process, pleadings and orders served upon Defendant in the State Court Action, copies of which are attached hereto as Exhibit A.

6. This Notice of Removal is being filed within thirty (30) days after the Defendant's receipt of the Plaintiff's Summons, Civil Action Coversheet and Complaint and, therefore, is timely filed under 28 U.S.C. § 1446(b).

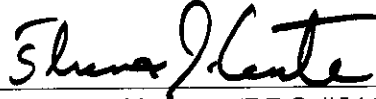
7. This Notice of Removal is being filed within one (1) year of the commencement of this action and, therefore, is timely filed under 28 U.S.C. § 1446(b).

8. Defendant will give written notice of the filing of this Notice of Removal, and a copy of this Notice of Removal will be filed with the Clerk of the Hampshire Superior Court, as required by 28 U.S.C. § 1446(d).

9. Pursuant to 28 U.S.C. § 1446(b) and Local Rule 88.1, Defendant hereby files certified copies of all docket entries from the State Court Action which are attached hereto as Exhibit B.

LOOMIS COMMUNITIES, INC. F/K/A LOOMIS
VILLAGE, INC. AND LOOMIS COMMUNITIES,

By Their attorney,



Louis M. Ciavarra (BBO #546481)
Thomas J. Conte (BBO # 566092)
Bowditch & Dewey, LLP
311 Main Street
P.O. Box 15156
Worcester, MA 01615-0156
(508) 926-3415

Date: August 12, 2005

CERTIFICATE OF SERVICE

I, Thomas J. Conte, hereby certify that on this 12th day of August, 2005, I served a copy of the foregoing by mailing same, postage prepaid, to the following:

John J. McNamara, Esquire
Domestico, Lane & McNamara, LLP
161 Worcester Road
Framingham, MA 01701



Thomas J. Conte

COMMONWEALTH OF MASSACHUSETTS
HAMPSHIRE, SS.

Superior Court Department of the
Trial Court of the Commonwealth
Civil Action

No. 05-137

Morris Switzer Environments
for Health, Inc. , Plaintiff (s)

v.

Loomis Communities, Inc. f/k/a
Loomis Village, Inc. and
Loomis Communities , Defendant (s)

SUMMONS

A TRUE AND
ATTESTED COPY
DEPUTY SHERIFF
7-21-02

To the above-named Defendant : Loomis Communities

You are hereby summoned and required to serve upon Eric Howard Esquire , plaintiff attorney, whose address is 161 Worcester Road, Framingham, MA 01701 , an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Northampton, either before service upon plaintiff attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse
Witness, ~~Suzanne V. DelVecchio~~ Esquire at Northampton, the 19th
day of July , in the year of our Lord two thousand and Five

Harvey J. Janowski, Jr.
CLERK-MAGISTRATE

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption.
If a separate summons is used for each defendant, each should be addressed to the particular defendant.
3. Circle type of action involved. Tort - Motor Vehicle Tort - Contract - Equitable relief.

NOTICE TO DEFENDANT - You need not appear personally in court to answer the complaint but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.

**CIVIL ACTION
COVER SHEET**

Case 15-cv-30186-MAP

Document 1

Filed 08/12/15

**State Court of Massachusetts
Superior Court Department
County: Hampshire**

PLAINTIFF(S) Morris/Switzer Environments for Health, Inc.

DEFENDANT(S) Loomis Communities, Inc. r/k/a/
Loomis Village, Inc. and Loomis Communities

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE
Eric Howard, Domestico, Lane & McNamara, LLP
161 Worcester Road, Framingham, MA 01701
Board of Bar Overseers number: 640330 508-626-9000

ATTORNEY (if known)
Thomas Conte

Origin code and track designation

Place an x in one box only:

- ☒ 1. F01 Original Complaint
☐ 2. F02 Removal to Sup.Ct. C.231,s.104
(Before trial) (F)
☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- ☐ 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)
☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Ch.P. 60) (X)
☐ 6. E10 Summary Process Appeal (X)

CODE NO. A01, A99
TYPE OF ACTION (specify) Breach of Contract
TRACK Mechanics' Lien (F)
IS THIS A JURY CASE? () Yes (X) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

1. Total hospital expenses \$
2. Total Doctor expenses \$
3. Total chiropractic expenses \$
4. Total physical therapy expenses \$
5. Total other expenses (describe) \$
Subtotal \$

B. Documented lost wages and compensation to date \$

C. Documented property damages to date \$

D. Reasonably anticipated future medical and hospital expenses \$

E. Reasonably anticipated lost wages \$

F. Other documented items of damages (describe) \$

G. Brief description of plaintiff's injury, including nature and extent of injury (describe) \$

TOTAL \$

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

Breach of Contract and Mechanics' Lien Under G.L. c. 254

1,997,101.50
plus interest and
TOTAL \$ Attorney Fee

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 6 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record E.A. Howard

DATE: 6/22/15

**Commonwealth of Massachusetts
County of Hampshire
The Superior Court**

CIVIL DOCKET# HSCV2005-00137-A

RE: **Morris/Switzer Environments for Health, Inc. v Loomis Communities, Inc. et al**

TO: Eric A Howard, Esquire
Domestico Lane & McNamara
161 Worcester Road
The Meadows
Framingham, MA 01701

TRACKING ORDER - F TRACK

You are hereby notified that this case is on the **fast (F)** track as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

Service of process made and return filed with the Court	09/28/2005
Response to the complaint filed (also see MRCP 12)	11/27/2005
All motions under MRCP 12, 19, and 20 filed	11/27/2005
All motions under MRCP 15 filed	11/27/2005
All discovery requests and depositions completed	04/26/2006
All motions under MRCP 56 served and heard	05/26/2006
Final pre-trial conference held and firm trial date set	06/25/2006
Case disposed	08/24/2006

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to session A sitting in CtRm 2- 3rd fl at Hampshire Superior Court.

Dated: 06/30/2005

Harry Jekanowski, Jr.
Clerk of the Courts

Location: CtRm 2- 3rd fl
Telephone: (413) 584-5810 ext. 287

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

SUPERIOR COURT
C.A. No.

MORRIS/SWITZER ENVIRONMENTS
FOR HEALTH, INC.

Plaintiff,

v.

LOOMIS COMMUNITIES, INC. f/k/a
LOOMIS VILLAGE, INC. and
LOOMIS COMMUNITIES

Defendants.

COMPLAINT TO ENFORCE MECHANICS' LIEN UNDER G.L. c. 254

Morris/Switzer Environments for Health, Inc.

("Morris/Switzer") files this action to recover damages against the defendants, Loomis Communities, Inc. f/k/a Loomis Village, Inc. and Loomis Communities, for failing to pay for certain labor, materials and professional services provided by Morris/Switzer in connection with the design and construction of the residential development owned by Loomis on several parcels of land in the Town of South Hadley, Massachusetts, more particularly described in deeds recorded in the Hampshire County Registry of Deeds, Book 3842, Page 0107; Book 4511, Page 271; and Book 4635, Page 66. A description of the Property is attached as Exhibit "A" hereto. Morris/Switzer also seeks to establish its rights pursuant to G.L. c. 254, the Massachusetts

labor, material and professional services for the project entitled "Loomis Village" ("Project").

7. Morris/Switzer performed its contractual obligations on the Project.

8. Loomis has not paid Morris/Switzer the sum of \$1,997,101.50, leaving a balance due and owing of \$1,997,101.50.

9. Morris/Switzer recorded a Notice of Contract pursuant to G.L. c. 254, § 2 in the Hampshire County Registry of Deeds on April 8, 2005, Book 8217, Page 237. A true and accurate copy of the Notice of Contract is attached as Exhibit "B" hereto.

10. Morris/Switzer filed a Statement of Account, pursuant to G.L. c. 254, § 8 in the Hampshire County Registry of Deeds on April 29, 2005, Book 8240, Page 174. A true and accurate copy of the Statement of Account is attached as Exhibit "C" hereto.

11. Said Notice of Contract and Statement of Account were subsequently served upon Loomis.

12. A certified copy of this Complaint will be filed in the Hampshire County Registry of Deeds and served upon Loomis.

13. Morris/Switzer has satisfied all conditions precedent to maintain this action against Loomis.

COUNT I
(Breach of Contract)

14. Morris/Switzer realleges and incorporates by reference the allegations in paragraphs 1 through 13 above as though expressly stated herein.

15. Morris/Switzer entered into a contract with Loomis to provide labor, materials and professional services to the Project.

16. Loomis breached its contract with Morris/Switzer by failing to pay the balance of monies due to Morris/Switzer.

17. Loomis is indebted to Morris/Switzer in the amount of \$1,997,101.50, plus interest, costs, and attorneys' fees.

COUNT II
(Quantum Meruit)

18. Morris/Switzer realleges and incorporates by reference the allegations in paragraphs 1 through 17 above as though expressly stated herein.

19. At Loomis's request, Morris/Switzer provided labor, materials and professional services to the Project.

20. Despite repeated demands, Morris/Switzer has not been paid for all of said labor, materials and equipment. The fair and reasonable value of the labor, materials and equipment for which Morris/Switzer has not been paid is \$1,997,101.50, plus interest, costs and attorneys' fees.

COUNT III
(Mechanics' Lien G.L. c. 254 - Loomis)

21. Morris/Switzer incorporates by reference the allegations in Paragraphs 1 through 20 above as though fully set forth herein.

22. Morris/Switzer supplied labor, materials and professional services for the betterment of the real estate.

23. The property owner, Loomis, has benefited from Morris/Switzer's performance of improvements to the real estate.

24. Morris/Switzer has fully complied with the Mechanics' Lien Statute requirements of G.L. c. 254 to enforce and perfect its Mechanics' Lien on the property.

25. Morris/Switzer requests that this Honorable Court enforce its Mechanics' Lien on the property in the amount of \$1,997,101.50 and that the property be sold to satisfy the debt owed to Morris/Switzer.

WHEREFORE, the plaintiff, Morris/Switzer, requests the following relief:

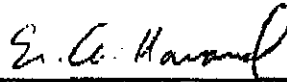
(1) With respect to Counts I and II, that this Court grant judgment in favor of Morris/Switzer and against Loomis in the amount of damages to be proven, plus accruing interest and attorneys' fees and costs;

(2) With respect to Count III, that this Court establish Morris/Switzer's Mechanics' Lien against Loomis and that the property be sold to satisfy the debt owed to Morris/Switzer; and

(3) That this Court grant such other and further relief as it deems fair and just.

MORRIS/SWITZER ENVIRONMENTS FOR
HEALTH, INC.

By its attorneys,



John J. McNamara

BBO No. 557882

Eric A. Howard

BBO No. 640330

DOMESTICO, LANE & MCNAMARA, LLP

161 Worcester Road

Framingham, MA 01701

(508) 626-9000

Dated: June 20, 2005

EXHIBIT A

3/05/30

024953

BK 3842 PG 0107

KNOW ALL MEN BY THESE PRESENTS, That, LOONIS HOUSING CORPORATION

SEE
BOOK 451
PAGE 271a corporation duly established under the laws of Massachusetts
and having its usual place of business at 258 Jarvis Avenue, Holyoke, Hampden

County, Massachusetts, in consideration of,

SEE
BOOK 463
PAGE 166SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100
-----(\$681,391.87)-----DOLLARSSEE
BOOK 463
PAGE 163grants to LOONIS VILLAGE, INC., a Massachusetts corporation duly organized with a
usual place of business at 246 North Main Street, South Hadley, Hampshire County,
Massachusettsthe land in South Hadley, Hampshire County, Massachusetts, bounded and described as
follows:

PARCEL ONE - Beginning at a point on the westerly side of the highway leading from South Hadley Falls to Smiths Ferry (now North Main Street), at the southeast corner of land now or formerly of Frederick Strong, and from thence running westerly at an included angle of 77° 46' along land of the said Strong Two Thousand Seventy-Nine (2079) feet to a highway (now River Road) leading from the highway first mentioned to the Connecticut River; thence southeasterly at an included angle of 57° 53' along the easterly side of the said highway Four Hundred Sixty-Four (464) feet to a point; thence easterly in a line parallel with the first described line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) feet to the highway first mentioned; thence northerly at an included angle of 102° 14' along the westerly side of the said highway Four Hundred (400) feet to the place of beginning, containing about Seventeen and One-Sixth (17-1/6) acres.

Excepting from the foregoing the land conveyed by the Trustees to Paul L. Pin et al by deeds dated June 9, 1970, recorded in Book 1873, Page 465, and August 21, 1975, recorded in Book 1845, Page 72.

PARCEL TWO - Beginning at an iron pin in the southerly line of Parcel One hereinbefore described; which iron pin is Three Hundred Ninety-Five and 99/100 (395.99) feet westerly from an iron pin in the westerly line of North Main Street, at the southeasterly corner of land formerly of one Maynuki, later of Pin, thence westerly along land now or formerly of Maynuki, One Thousand Three Hundred Forty-Six and 50/100 (1346.50) feet, more or less, to the easterly line of the River Road; thence southerly along the easterly line of said River Road, Forty and 50/100 (40.50) feet; thence easterly and parallel with the first described line, Two Hundred Seventy-One and 50/100 (271.50) feet to a point; thence southerly Four Hundred Four and 77/100 (404.77) feet to a point; thence easterly One Thousand Eighty-Four (1084) feet to a point, said point being fifteen and one-half (15 1/2) feet northerly from the center of an old chestnut tree; thence northerly in a straight line, Four Hundred Forty-Seven and 89/100 (447.89) feet, more or less, to the iron pin at the point of beginning.

Being the same premises conveyed to the grantor herein by deed of Pine-Sasex Realty Trust, dated December 16, 1988, recorded Hampshire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978, recorded in Book 2019, Page 264, for an easement for the Connecticut River Interceptor Sewer as shown on the Easement Plan recorded in Plan Book 106, Pages 87 and 88.

Property Address: 246 North Main Street, South Hadley, MA

EX 3842 P0108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 249.



For witness thereof the said **LOCKER HOUSING CORPORATION**

has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by *Gwendolyn Ellis and James Thompson* its President and Manager this *14th* day of December in the year one thousand nine hundred and ninety-one

Signed and sealed in presence of

[Signature]

LOCKER HOUSING CORPORATION

by *[Signature]* TRM.
[Signature] Vice Pres

BE 3842PG0109

The Commonwealth of Massachusetts

December 9, 1991

Then personally appeared the above named Juancho Flores, President and Juan
Thompson, Treasurer
and acknowledged the foregoing instrument to be the free act and deed of the LAOMAR HENING
CONDOMINIUM

before me

Peter C. Connor
Peter C. Connor
My commission expires December 15, 1991

Dec 12 1991 at 11 o'clock and 16 minutes 9 A.M. Notary Public
exam'd with Hampshire Rec. of Deeds, Book 3842 Page 107
Attest [Signature]
NOTARY

ATTEST: HAMPSHIRE, Marianne L. Donohue REGISTER
MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

BK3842PG0109

The Commonwealth of Massachusetts

December 9, 1991

This personally appeared the above named Guadalupe Plas, President and James
Munoz, Treasurer
 and acknowledged the foregoing instrument to be the free act and deed of the LOKINIS HOUSING
COOPERATION

before me.

[Signature]
 Peter C. Connor
 My commission expires December 15, 1991

Dec 12 1991 at 11 o'clock and 16 minutes 9 M. Notary
 (Notary) 3842 Page 107
 compared with Hampshire Reg. of Deeds, Book 3842 Page 107
 Attest [Signature]
 Notary

ATTEST: HAMPSHIRE, Marianne L. Donohue REGISTER
 MARIANNE L. DONOHUE



2005 08085075

Bk: 8217Pg: 237 Page: 1 of 5

Recorded: 04/08/2005 01:38 PM

NOTICE OF CONTRACT

M.G.L. ch. 254, § 2

Notice is hereby given that by virtue of a written contract dated April 5, 2002, between Morris/Switzer & Associates, Inc., contractor, and Loomis Communities, said contractor is to furnish or has furnished labor and materials or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on a lot of land or other interest in real property owned by Loomis Communities, owner, of a lot of land or other interest in real property described as follows described as follows:

The property located at Book 3842, Page 0107 at the Hampshire County Registry of Deeds and Book 4511, Page 271 and Book 4635, Page 66 at the Hampshire County Registry of Deeds, and which is more fully described in the attached legal description as Exhibit "A."

Contractor: Morris/Switzer & Associates, Inc.
185 Talcott Road
Williston, VT 05495

By: Jill M. Boardman
Jill M. Boardman

Its: Principal

STATE OF VERMONT

Chittenden, ss.

April 7, 2005

Then personally appeared the above named Jill M. Boardman, to me known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of Morris/Switzer & Associates, Inc. on behalf of which he is authorized to execute it, before me.

Sarah J. Shewell
Notary Public

My Commission Expires: 2/10/07

Upon recording please return to:

DOMESTICO, LANE & MCNAMARA, LLP
The Meadows
161 Worcester Road
Framingham, MA 01701

EXHIBIT A

3,105.30

024953

BK 3842PG 0107

KNOW ALL MEN BY THESE PRESENTS, That, LOOKIS HOUSING CORPORATION

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 298 Jarvis Avenue, Holyoke, Hampden

County, Massachusetts, in consideration of,

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100
-----(\$681,391.87)-----DOLLARS

grants to LOOKIS VILLAGE, INC., a Massachusetts corporation duly organized with a
usual place of business at 246 North Main Street, South Hadley, Hampshire County,
Massachusetts

the land in South Hadley, Hampshire County, Massachusetts, bounded and described as
follows:

PARCEL ONE - Beginning at a point on the westerly side of the
highway leading from South Hadley Falls to Smiths Ferry (now North
Main Street), at the southeast corner of land now or formerly of
Frederick Strong, and from thence running westerly at an included
angle of 77° 46' along land of the said Strong Two Thousand
Seventy-Nine (2079) feet to a highway (now River Road) leading from
the highway first mentioned to the Connecticut River; thence
Southeasterly at an included angle of 57° 53' along the easterly
side of the said highway Four Hundred Sixty-Four (464) feet to a
point; thence Easterly in a line parallel with the first described
line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2)
feet to the highway first mentioned; thence Northerly at an
included angle of 102° 34' along the westerly side of the said
highway Four Hundred (400) feet to the place of beginning,
containing about Seventeen and One-Sixth (17-1/6) acres.

Excepting from the foregoing the land conveyed by the Trustees to
Paul L. Pin et al by deeds dated June 9, 1970, recorded in Book
1573, Page 455, and August 21, 1975, recorded in Book 1845, Page
72.

PARCEL TWO - Beginning at an iron pin in the southerly line of
Parcel One hereinbefore described, which iron pin is Three Hundred
Ninety-Five and 99/100 (395.99) feet westerly from an iron pin in
the westerly line of North Main Street, at the Southeast corner
of land formerly of one Maymunk, later of Pin, thence westerly
along land now or formerly of Maymunk, One Thousand Three Hundred
Forty-Six and 50/100 (1346.50) feet, more or less, to the Easterly
line of the River Road; thence Southerly along the Easterly line of
said River Road, Forty and 50/100 (40.50) feet; thence Easterly and
parallel with the first described line, Two Hundred Seventy-One and
50/100 (271.50) feet to a point; thence Southerly Four Hundred Four
and 77/100 (404.77) feet to a point; thence Easterly One Thousand
Eighty-Four (1084) feet to a point, said point being fifteen and
one-half (15 1/2) feet Northerly from the center of an old chestnut
tree; thence Northerly in a straight line, Four Hundred Forty-Six
and 89/100 (447.89) feet, more or less, to the iron pin at the
point of beginning.

Being the same premises conveyed to the grantor herein by deed of
Pine-Emmex Realty Trust, dated December 16, 1988, recorded
Hampshire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978,
recorded in Book 2019, Page 264, for an easement for the Connecticut
River Interceptor Sewer as shown on the Easement Plan recorded in
Plan Book 106, Pages 87 and 88.

Property Address: 246 North Main Street, South Hadley, MA

SEE
BOOK 441
PAGE 27SEE
BOOK 442
PAGE 66SEE
BOOK 443
PAGE 65

EX 3842750108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1993, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



In witness whereof the said LOOKIS HOLDING CORPORATION

has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by *Jonathan Glass and James Thompson* its President and Treasurer this 16th day of December in the year one thousand nine hundred and ninety-one

Signed and sealed in presence of

[Signature]

LOOKIS HOLDING CORPORATION

by *[Signature]* TREAS.
[Signature] Glass Pres

BR 3842P0109

The Commonwealth of Massachusetts

in

December 9, 1991

This personally appeared the above named Juancho G. Gue, President and Treasurer
and acknowledged the foregoing instrument to be the free act and deed of the LOCKER REPAIRING CORPORATION

before me

Peter C. Connor
Peter C. Connor
My commission expires December 15, 1991

13 1991 at 11 o'clock and 7:16 minutes 9 AM. Notary Public
for the State of Massachusetts
Record with Hampshire Reg. of Deeds, Book 3842 Page 107
Attest [Signature]
Notary

ATTEST: HAMPSHIRE, Marianne L. Donohue REGISTER
MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

8K3842P60109

The Commonwealth of Massachusetts
ss.

December 9 1991

This personally appeared the above named Joseph G. Givens, President and Lewis
Thayer Thayer
and acknowledged the foregoing instrument to be the free act and deed of the JOSEPH GIVENS
CORPORATION

before me

Peter G. Connor
Peter G. Connor
Notary Public
My commission expires December 17, 1991

Dec 12 1991 11:00 AM at 16 107
Record with Hampshire Rec. of Deeds, Book 3842 Page 107
Attest
Register

ATTEST: HAMPSHIRE, Marianne L. Donohue REGISTER
MARIANNE L. DONOHUE



STATEMENT OF ACCOUNT

 Bk: 8240Pg: 174 Page: 1 of 5
 Recorded: 04/29/2005 01:14 PM

M.G.L. c. 254, §8

Notice is hereby given that pursuant to a written contract dated April 5, 2002, between Loomis Communities, Owner, and Morris/Switzer & Associates, Inc. ("Morris/Switzer"), Contractor, the following is a just and true account of the amount, including credits, due to Morris/Switzer from Loomis Communities for labor and material furnished in the erection, operation, repair or removal of the building, structure or other improvement to the property on a lot of land owned by Loomis Communities of a lot of land or other interest in real property described as follows:

The property located in South Hadley, Massachusetts at Book 3842, Page 0107 at the Hampshire County Registry of Deeds and Book 4511, Page 271 and Book 4635, Page 66 at the Hampshire County Registry of Deeds.

The amount is as follows:

Contract	\$14,063,835.00
Agreed change orders	\$ 572,349.38
Less previous payments	\$14,132,146.14
Subtotal	\$ 504,038.00
Other credits due	\$ 0.00
Disputed claims and extras	\$ 1,493,063.50
Balance due	<u>\$ 1,997,101.50</u>

Contractor: Morris/Switzer
 185 Talcott Road
 Williston, VT 05495

By:

 Bill M. Boardman

Its:

 Principal

STATE OF VERMONT

Chittenden, SS.

April 28, 2005

Then personally appeared before me the above-named Jill M. Boardman, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of Morris/Switzer & Associates, Inc. on behalf of which she is authorized to execute it before me.

David G. Sherrill

Notary Public

My Commission Expires: 2/10/07

Upon recording please return to:

DOMESTICO, LANE & McNAMARA, LLP
The Meadows
161 Worcester Road
Framingham, MA 01701

EXHIBIT A

3,105.36

Property Address: 246 North Main Street, South Hadley, MA

024953

8K3842PG0107

KNOW ALL MEN BY THESE PRESENTS, That, LOONIS HOUSING CORPORATION

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 298 Jarvis Avenue, Holyoke, Hampden
County, Massachusetts, in consideration of,

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100
(\$681,391.87)-----DOLLARS

grants to LOONIS VILLAGE, INC., a Massachusetts corporation duly organized with a
usual place of business at 246 North Main Street, South Hadley, Hampshire County,
Massachusetts

with warranty covenants
the land in South Hadley, Hampshire County, Massachusetts, bounded and described as
follows:

PARCEL ONE - beginning at a point on the westerly side of the
highway leading from South Hadley Falls to Smiths Ferry (now North
Main Street), at the southeast corner of land now or formerly of
Frederick Strong, and from thence running westerly at an included
angle of 77° 46' along land of the said Strong Two Thousand
Seventy-Nine (2079) feet to a highway (now River Road) leading from
the highway first mentioned to the Connecticut River; thence
southeasterly at an included angle of 57° 52' along the easterly
side of the said highway Four Hundred Sixty-Four (464) feet to a
point; thence easterly in a line parallel with the first described
line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2)
feet to the highway first mentioned; thence northerly at an
included angle of 102° 14' along the westerly side of the said
highway Four Hundred (400) feet to the place of beginning,
containing about Seventeen and One-Sixth (17-1/6) acres.

Excepting from the foregoing the land conveyed by the Trustees to
Paul L. Pin et al by deeds dated June 9, 1970, recorded in Book
1573, Page 455, and August 21, 1975, recorded in Book 1845, Page
72.

PARCEL TWO - Beginning at an iron pin in the southerly line of
Parcel One hereinbefore described, which iron pin is Three Hundred
Ninety-Five and 99/100 (395.99) feet westerly from an iron pin in
the westerly line of North Main Street, at the southeasterly corner
of land formerly of one Maynuki, later of Pin, thence westerly
along land now or formerly of Maynuki, One Thousand Three Hundred
Forty-Six and 50/100 (1346.50) feet, more or less, to the easterly
line of the River Road; thence southerly along the easterly line of
said River Road, Forty and 50/100 (40.50) feet; thence easterly and
parallel with the first described line, Two Hundred Seventy-One and
50/100 (271.50) feet to a point; thence southerly Four Hundred Four
and 77/100 (404.77) feet to a point; thence easterly One Thousand
Eighty-Four (1084) feet to a point, said point being fifteen and
one-half (15 1/2) feet northerly from the center of an old chestnut
tree; thence northerly in a straight line, Four Hundred Forty-Seven
and 89/100 (447.89) feet, more or less, to the iron pin at the
point of beginning.

Being the same premises conveyed to the grantor herein by deed of
Pine-Basex Realty Trust, dated December 16, 1988, recorded
Hampshire County Registry of Deeds, Book 3384, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978,
recorded in Book 3019, Page 264, for an easement for the Connecticut
River Interceptor Sewer as shown on the Easement Plan recorded in
Plan Book 106, Pages 87 and 88.

SEE
BOOK 4511
PAGE 271

SEE
BOOK 4635
PAGE 166

SEE
BOOK 4635
PAGE 163

EX 3842P0108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



In witness Whereof the said LOOMIS HOUSING CORPORATION

has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by *Gwendolyn Giles and James Thompson* its President and Treasurer this *15th* day of December in the year one thousand nine hundred and ninety-one

Signed and sealed in presence of

[Signature]

LOOMIS HOUSING CORPORATION

by *[Signature]* *James Thompson*
Gwendolyn Giles Pres

BK 3842 PG 0109

The Commonwealth of Massachusetts

ss.

December 9 1891

Then personally appeared the above named James G. Goss, President and James
Hammond, Treasurer
and acknowledged the foregoing instrument to be the free act and deed of the LOOKER BIKING
CORPORATION

before me

[Signature]
Peter C. Connor
My commission expires December 15, 1891

Dec 12 1891 11 o'clock and 16 minutes 9 A.M. Recorded
record with Hampshire Rec. of Deeds, Book 3842 Page 107
Attest
REGISTER

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

BR 3842760109

The Commonwealth of Massachusetts

December 9 1991

Then personally appeared the above named Jeanette J. Gino, President and Jean
Thompson, Treasurer
and acknowledged the foregoing instrument to be the free act and deed of the LEADING RESEARCH
CORPORATION

Before me

[Signature]
Peter G. Connor Notary Public
Middlesex County

My commission expires December 15 1991

Dec 12 1991 at 11 o'clock and 16 minutes 9 M. Notary's name
exam'd with Hampshire Reg. of Deeds, Book 3842 Page 107
Attest _____
Notary

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

**Superior Court
Civil Action No. 05-137**

CERTIFICATION

I, Nancy A. Foley, Assistant Clerk of the Superior Court for the County of Hampshire do hereby certify that the attached is a true copy of the Complaint, Civil Action Cover Sheet, Tracking Order and Docket Sheet.

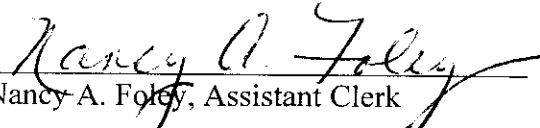
MORRIS/SWITZER ENVIRONMENTAL FOR HEALTH, INC.

VS.

LOOMIS COMMUNITIES, INC.



Witness my hand and the seal of the
Superior Court Department of the Trial
Court this 9th day of August, 2005


Nancy A. Foley, Assistant Clerk

shepardp.

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE SUPERIOR COURT

Case Summary

Civil Docket

10:15 AM

HSCV2005-00137

Morris/Switzer Environments for Health, Inc. v Loomis Communities, Inc. et al

File Date	06/30/2005	Status	Needs review for service (acneserv)
Status Date	06/30/2005	Session	A - Civil A- CtRm 2-3rd fl
Origin	1	Case Type	A01 - Services, labor, materials
Lead Case		Track	F

Service	09/28/2005	Answer	11/27/2005	Rule12/19/20	11/27/2005
Rule 15	11/27/2005	Discovery	04/26/2006	Rule 56	05/26/2006
Final PTC	06/25/2006	Disposition	08/24/2006	Jury Trial	No

PARTIES

Plaintiff

Morris/Switzer Environments for Health, Inc.
Active 06/30/2005

Private Counsel 640330

Eric A Howard
Domestico Lane & McNamara
161 Worcester Road
The Meadows
Framingham, MA 01701
Phone: 508-626-9000
Fax: 508-626-9001
Active 06/30/2005 Notify

Defendant

Loomis Communities, Inc.
Service pending 06/30/2005

Alias defendant name

Loomis Village, Inc.
Active 06/30/2005

Defendant

Loomis Communities
Service pending 06/30/2005

ENTRIES

Date	Paper	Text
06/30/2005	1.0	Complaint to enforce mechanics' lien & civil action cover sheet filed
06/30/2005		Origin 1, Type A01, Track F.
06/30/2005		Case selected for review pursuant to ST.1996.c358,s.5

HSCV2005-00137
Morris/Switzer Environments for Health, Inc. v Loomis Communities, Inc. et al

Date	Paper	Text
06/30/2005		Tracking: origin/track set and mailed to Attorney Howard.

EVENTS

**Commonwealth of Massachusetts
County of Hampshire
The Superior Court**

CIVIL DOCKET# **HSCV2005-00137-A**

RE: **Morris/Switzer Environments for Health, Inc. v Loomis Communities, Inc. et al**

TO: Eric A Howard, Esquire
Domestico Lane & McNamara
161 Worcester Road
The Meadows
Framingham, MA 01701

TRACKING ORDER - F TRACK

You are hereby notified that this case is on the **fast (F) track** as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

Service of process made and return filed with the Court	09/28/2005
Response to the complaint filed (also see MRCP 12)	11/27/2005
All motions under MRCP 12, 19, and 20 filed	11/27/2005
All motions under MRCP 15 filed	11/27/2005
All discovery requests and depositions completed	04/26/2006
All motions under MRCP 56 served and heard	05/26/2006
Final pre-trial conference held and firm trial date set	06/25/2006
Case disposed	08/24/2006

The final pre-trial deadline is **not the scheduled date of the conference**. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to session **A** sitting in **CtRm 2- 3rd fl at Hampshire Superior Court**.

Dated: 06/30/2005

Harry Jekanowski, Jr.
Clerk of the Courts

Location: CtRm 2- 3rd fl
Telephone: (413) 584-5810 ext. 287

05 137

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

SUPERIOR COURT
C.A. No.

MORRIS/SWITZER ENVIRONMENTS
FOR HEALTH, INC.

Plaintiff,

v.

Loomis Communities, Inc. f/k/a
Loomis Village, Inc. and
Loomis Communities

Defendants.

2005 JUN 30 12:09
HAMPshire SUPERIOR COURT
HARRY J. KAWANAKA
CLERK

240.1
15.1
20.1
20.1
10.1

COMPLAINT TO ENFORCE MECHANICS' LIEN UNDER G.L. c. 254

Morris/Switzer Environments for Health, Inc.

("Morris/Switzer") files this action to recover damages against the defendants, Loomis Communities, Inc. f/k/a Loomis Village, Inc. and Loomis Communities, for failing to pay for certain labor, materials and professional services provided by Morris/Switzer in connection with the design and construction of the residential development owned by Loomis on several parcels of land in the Town of South Hadley, Massachusetts, more particularly described in deeds recorded in the Hampshire County Registry of Deeds, Book 3842, Page 0107; Book 4511, Page 271; and Book 4635, Page 66. A description of the Property is attached as Exhibit "A" hereto. Morris/Switzer also seeks to establish its rights pursuant to G.L. c. 254, the Massachusetts

Mechanics' Lien Statute, regarding labor, materials and professional services provided for the construction of the Loomis Village project in South Hadley, Massachusetts (the "Project").

Parties and Jurisdiction

1. The plaintiff, Morris/Switzer, is a Vermont corporation, authorized to do business in the Commonwealth of Massachusetts, with a principal place of business at 185 Talcott Road, Williston, Vermont.

2. The defendant, Loomis Communities, Inc. f/k/a Loomis Village, Inc. ("Loomis"), upon information and belief, is a Massachusetts corporation with a principal place of business at 246 North Main Street, South Hadley, Massachusetts 01075.

3. The defendant, Loomis Communities, has a principal place of business at 246 North Main Street, South Hadley, Massachusetts 01075.

4. Jurisdiction is proper in Hampshire Superior Court because damages exceed \$25,000.00 and pursuant to G.L. c. 254.

5. Venue is proper in Hampshire Superior Court pursuant to G.L. c. 254.

Background

6. Morris/Switzer entered into a written contract with Loomis on April 5, 2001, wherein Morris/Switzer agreed to supply

labor, material and professional services for the project entitled "Loomis Village" ("Project").

7. Morris/Switzer performed its contractual obligations on the Project.

8. Loomis has not paid Morris/Switzer the sum of \$1,997,101.50, leaving a balance due and owing of \$1,997,101.50.

9. Morris/Switzer recorded a Notice of Contract pursuant to G.L. c. 254, § 2 in the Hampshire County Registry of Deeds on April 8, 2005, Book 8217, Page 237. A true and accurate copy of the Notice of Contract is attached as Exhibit "B" hereto.

10. Morris/Switzer filed a Statement of Account, pursuant to G.L. c. 254, § 8 in the Hampshire County Registry of Deeds on April 29, 2005, Book 8240, Page 174. A true and accurate copy of the Statement of Account is attached as Exhibit "C" hereto.

11. Said Notice of Contract and Statement of Account were subsequently served upon Loomis.

12. A certified copy of this Complaint will be filed in the Hampshire County Registry of Deeds and served upon Loomis.

13. Morris/Switzer has satisfied all conditions precedent to maintain this action against Loomis.

COUNT I
(Breach of Contract)

14. Morris/Switzer realleges and incorporates by reference the allegations in paragraphs 1 through 13 above as though expressly stated herein.

15. Morris/Switzer entered into a contract with Loomis to provide labor, materials and professional services to the Project.

16. Loomis breached its contract with Morris/Switzer by failing to pay the balance of monies due to Morris/Switzer.

17. Loomis is indebted to Morris/Switzer in the amount of \$1,997,101.50, plus interest, costs, and attorneys' fees.

COUNT II
(Quantum Meruit)

18. Morris/Switzer realleges and incorporates by reference the allegations in paragraphs 1 through 17 above as though expressly stated herein.

19. At Loomis's request, Morris/Switzer provided labor, materials and professional services to the Project.

20. Despite repeated demands, Morris/Switzer has not been paid for all of said labor, materials and equipment. The fair and reasonable value of the labor, materials and equipment for which Morris/Switzer has not been paid is \$1,997,101.50, plus interest, costs and attorneys' fees.

COUNT III

(Mechanics' Lien G.L. c. 254 - Loomis)

21. Morris/Switzer incorporates by reference the allegations in Paragraphs 1 through 20 above as though fully set forth herein.

22. Morris/Switzer supplied labor, materials and professional services for the betterment of the real estate.

23. The property owner, Loomis, has benefited from Morris/Switzer's performance of improvements to the real estate.

24. Morris/Switzer has fully complied with the Mechanics' Lien Statute requirements of G.L. c. 254 to enforce and perfect its Mechanics' Lien on the property.

25. Morris/Switzer requests that this Honorable Court enforce its Mechanics' Lien on the property in the amount of \$1,997,101.50 and that the property be sold to satisfy the debt owed to Morris/Switzer.

WHEREFORE, the plaintiff, Morris/Switzer, requests the following relief:

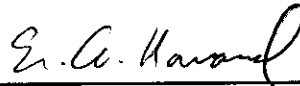
(1) With respect to Counts I and II, that this Court grant judgment in favor of Morris/Switzer and against Loomis in the amount of damages to be proven, plus accruing interest and attorneys' fees and costs;

(2) With respect to Count III, that this Court establish Morris/Switzer's Mechanics' Lien against Loomis and that the property be sold to satisfy the debt owed to Morris/Switzer; and

(3) That this Court grant such other and further relief as it deems fair and just.

MORRIS/SWITZER ENVIRONMENTS FOR
HEALTH, INC.

By its attorneys,



John J. McNamara

BBO No. 557882

Eric A. Howard

BBO No. 640330

DOMESTICO, LANE & MCNAMARA, LLP

161 Worcester Road

Framingham, MA 01701

(508) 626-9000

Dated: June 30, 2005

EXHIBIT A

3105 36

Property Address: 246 North Main Street, South Hadley, MA

024953

BK 3842PG0107

KNOW ALL MEN BY THESE PRESENTS, That, LOOMIS HOUSING CORPORATION

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 298 Jarvis Avenue, Holyoke, Hampden
County, Massachusetts, in consideration of,

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100
----- (\$681,391.87) ----- DOLLARS

grants to LOOMIS VILLAGE, INC., a Massachusetts corporation duly organized with a
usual place of business at 246 North Main Street, South Hadley, Hampshire County,
Massachusetts
at

the land in South Hadley, Hampshire County, Massachusetts, bounded and described as
follows:

PARCEL ONE - Beginning at a point on the westerly side of the highway leading from South Hadley Falls to Smiths Ferry (now North Main Street), at the southeast corner of land now or formerly of Frederick Strong, and from thence running westerly at an included angle of 77° 46' along land of the said Strong Two Thousand Seventy-Nine (2079) feet to a highway (now River Road) leading from the highway first mentioned to the Connecticut River; thence southeasterly at an included angle of 57° 52' along the easterly side of the said highway Four Hundred Sixty-Four (464) feet to a point; thence easterly in a line parallel with the first described line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) feet to the highway first mentioned; thence northerly at an included angle of 102° 14' along the westerly side of the said highway Four Hundred (400) feet to the place of beginning, containing about Seventeen and One-Sixth (17-1/6) acres.

Excepting from the foregoing the land conveyed by the Trustees to Paul L. Pin et ux by deeds dated June 9, 1970, recorded in Book 1573, Page 455, and August 21, 1975, recorded in Book 1845, Page 72.

PARCEL TWO - Beginning at an iron pin in the southerly line of Parcel One hereinbefore described, which iron pin is Three Hundred Ninety-Five and 99/100 (395.99) feet westerly from an iron pin in the westerly line of North Main Street, at the southeasterly corner of land formerly of one Mayowski, later of Pin, thence westerly along land now or formerly of Mayowski, One Thousand Three Hundred Forty-Six and 50/100 (1346.50) feet, more or less, to the easterly line of the River Road; thence southerly along the easterly line of said River Road, Forty and 50/100 (40.50) feet; thence easterly and parallel with the first described line, Two Hundred Seventy-One and 50/100 (271.50) feet to a point; thence southerly Four Hundred Four and 77/100 (404.77) feet to a point; thence easterly One Thousand Eighty-Four (1084) feet to a point, said point being fifteen and one-half (15 1/2) feet northerly from the center of an old chestnut tree; thence northerly in a straight line, Four Hundred Forty-Seven and 89/100 (447.89) feet, more or less, to the iron pin at the point of beginning.

Being the same premises conveyed to the grantor herein by deed of Pine-Essex Realty Trust, dated December 16, 1988, recorded Hampshire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978, recorded in Book 2019, Page 264, for an easement for the Connecticut River Interceptor Sewer as shown on the Easement Plan recorded in Plan Book 106, Pages 87 and 88.

SEE
BOOK 4511
PAGE 271

SEE
BOOK 4635
PAGE 612

SEE
BOOK 4635
PAGE 63

BK 3842 PG 0108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



In witness whereof the said LOONIS HOUSING CORPORATION

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by *Gwendolyn Glass and James Thompson* this *9th* day of December in the year one thousand nine hundred and ninety-one

Signed and sealed in presence of

[Signature]

LOONIS HOUSING CORPORATION

by

[Signature] TRM.
[Signature] Gwendolyn Glass Pres

BK 3842 PG 0109

The Commonwealth of Massachusetts
ss.

December 9, 1991

Then personally appeared the above named *Janachya Glas, President and James
Thompson, Treasurer*
and acknowledged the foregoing instrument to be the free act and deed of the **LOOMIS HOUSING
CORPORATION**

before me.

Peter C. Connor

Peter C. Connor

Notary Public
JANACHYA GLAS

My commission expires *December 17, 1991*

Dec 12 1991 at *11* o'clock and *16* minutes *9* M. Notary Public
exam'd with Hampshire Reg. of Deeds, Book *3842* Page *107*
Attest *[Signature]*
REGISTER

ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER
MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

BK 3842 PG 0109

The Commonwealth of Massachusetts

at

December 9, 1992

Then personally appeared the above named Gumadhyo Glass, President and James
Thompson, Treasurerand acknowledged the foregoing instrument to be the free act and deed of the LOOMIS HOUSING
CORPORATION

before me


Peter C. ConnorNotary Public
RECEIVEDMy commission expires December 15, 1997

Dec 12 1992 at 11 o'clock and 16 minutes 9 A.M. Rec'd Year 1992
 (Notary Seal) (Notary Seal)
 compared with Hampshire Reg. of Deeds, Book 3842 Page 107
 Attest [Signature] REGISTRAR

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
 MARIANNE L. DONOHUE



2005 00008675

Bk: 8217Pg: 237 Page: 1 of 5

Recorded: 04/08/2005 01:36 PM

NOTICE OF CONTRACT

M.G.L. ch. 254, § 2

Notice is hereby given that by virtue of a written contract dated April 5, 2002, between Morris/Switzer & Associates, Inc., contractor, and Loomis Communities, said contractor is to furnish or has furnished labor and materials or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on a lot of land or other interest in real property owned by Loomis Communities, owner, of a lot of land or other interest in real property described as follows described as follows:

The property located at Book 3842, Page 0107 at the Hampshire County Registry of Deeds and Book 4511, Page 271 and Book 4635, Page 66 at the Hampshire County Registry of Deeds, and which is more fully described in the attached legal description as Exhibit "A."

Contractor: Morris/Switzer & Associates, Inc.
185 Talcott Road
Williston, VT 05495

By:

Jill M. Boardman
Jill M. Boardman

Its:

Principal

STATE OF VERMONT

Chittenden, SS.

April 7, 2005

Then personally appeared the above named Jill M. Boardman, to me known, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of Morris/Switzer & Associates, Inc. on behalf of which he is authorized to execute it, before me.

Sarah G. Shewell

Notary Public

My Commission Expires: 2/10/07

Upon recording please return to:

DOMESTICO, LANE & MCNAMARA, LLP
The Meadows
161 Worcester Road
Framingham, MA 01701

EXHIBIT A

3,105 3/8

Property Address: 246 North Main Street, South Hadley, MA

024953

BK 3842PG0107

KNOW ALL MEN BY THESE PRESENTS, That, LOOMIS HOUSING CORPORATION

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 298 Jarvis Avenue, Holyoke, Hampden
County, Massachusetts, in consideration of,

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100
-----(\$681,391.87)-----DOLLARS

grants to LOOMIS VILLAGE, INC., a Massachusetts corporation duly organized with a
usual place of business at 246 North Main Street, South Hadley, Hampshire County,
Massachusetts
at

the land in South Hadley, Hampshire County, Massachusetts, bounded and described as
follows:

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Excepting from the foregoing the land conveyed by the Trustees to Paul L. Pin at ux by deeds dated June 9, 1970, recorded in Book 1573, Page 455, and August 21, 1975, recorded in Book 1845, Page 72.

PARCEL TWO - Beginning at an iron pin in the Southerly line of Parcel One hereinbefore described, which iron pin is Three Hundred Ninety-Five and 99/100 (395.99) feet Westerly from an iron pin in the Westerly line of North Main Street, at the Southeasterly corner of land formerly of one Mayowski, later of Pin, thence Westerly along land now or formerly of Mayowski, One Thousand Three Hundred Forty-Six and 50/100 (1346.50) feet, more or less, to the Easterly line of the River Road; thence Southerly along the Easterly line of said River Road, Forty and 50/100 (40.50) feet; thence Easterly and parallel with the first described line, Two Hundred Seventy-One and 50/100 (271.50) feet to a point; thence Southerly Four Hundred Four and 77/100 (404.77) feet to a point; thence Easterly One Thousand Eighty-Four (1084) feet to a point, said point being fifteen and one-half (15 1/2) feet Northerly from the center of an old chestnut tree; thence Northerly in a straight line, Four Hundred Forty-Seven and 89/100 (447.89) feet, more or less, to the iron pin at the point of beginning.

Being the same premises conveyed to the grantor herein by deed of Pine-Essex Realty Trust, dated December 16, 1988, recorded Hampshire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978, recorded in Book 2019, Page 264, for an easement for the Connecticut River Interceptor Sewer as shown on the Easement Plan recorded in Plan Book 106, Pages 87 and 88.

SEE
BOOK 411
PAGE 27

SEE
BOOK 4135
PAGE 62

SEE
BOOK 4135
PAGE 63

BK3842PG0108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



In witness whereof the said **LOOMIS HOUSING CORPORATION**

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by *Gwendolyn Glass and James Thompson* this *9th* day of December in the year one thousand nine hundred and ninety-one

Signed and sealed in presence of

[Signature]

LOOMIS HOUSING CORPORATION

by

[Signature] **TREAS.**
[Signature] **Pres**

BK 3842 PG 0109

The Commonwealth of Massachusetts

ss.

December 9 1891

Then personally appeared the above named *Junadoys Glass, President and Sears*
Thompson, Treasurer
 and acknowledged the foregoing instrument to be the free act and deed of the **LOOMIS HOUSING**
CORPORATION

before me

Peter C. Connor
 Peter C. Connor

Notary Public
Middlesex CountyMy commission expires *December 17, 1891*

Dec 12 1891 at *11* o'clock and *16* minutes *9* M. Rockport
 exam'd with Hampshire Reg. of Deeds, Book *3842* Page *107*
 Attest *[Signature]*
 Register

ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER
 MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

BK 3842PG0109

The Commonwealth of Massachusetts

ss.

December 9, 1991

Then personally appeared the above named Gonzalo Glas, President and James
Thompson, Treasurer
 and acknowledged the foregoing instrument to be the free act and deed of the LOOMIS HOUSING
CORPORATION

before me


 Peter C. Connor
Notary Public
Hampshire CountyMy commission expires December 17, 1991

Dec 12 1991 at 11 o'clock and 16 minutes 9 A.M. Notary's Office
 exam'd with Hampshire Reg. of Deeds, Book 3842 Page 107
 Attest [Signature]
 REGISTER

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
 MARIANNE L. DONOHUE



2005 00009922

Bk: 8240Pg: 174 Page: 1 of 5

Recorded: 04/29/2005 01:14 PM

STATEMENT OF ACCOUNT

M.G.L. c. 254, §8

Notice is hereby given that pursuant to a written contract dated April 5, 2002, between Loomis Communities, Owner, and Morris/Switzer & Associates, Inc. ("Morris/Switzer"), Contractor, the following is a just and true account of the amount, including credits, due to Morris/Switzer from Loomis Communities for labor and material furnished in the erection, operation, repair or removal of the building, structure or other improvement to the property on a lot of land owned by Loomis Communities of a lot of land or other interest in real property described as follows:

The property located in South Hadley, Massachusetts at Book 3842, Page 0107 at the Hampshire County Registry of Deeds and Book 4511, Page 271 and Book 4635, Page 66 at the Hampshire County Registry of Deeds.

The amount is as follows:

Contract	\$14,063,835.00
Agreed change orders	\$ 572,349.38
Less previous payments	\$14,132,146.14
Subtotal	\$ 504,038.00
Other credits due	\$ 0.00
Disputed claims and extras	\$ 1,493,063.50
Balance due	<u>\$ 1,997,101.50</u>

Contractor: Morris/Switzer
185 Talcott Road
Williston, VT 05495

By:

William M. Boardman
William M. Boardman

Its:

Principal

STATE OF VERMONT

Chittenden, SS.

April 28, 2005

Then personally appeared before me the above-named Jill M. Boardman, who being duly sworn, acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of Morris/Switzer & Associates, Inc. on behalf of which she is authorized to execute it before me.

Sarah G. Shemilt
Notary Public

My Commission Expires: 2/10/07

Upon recording please return to:

DOMESTICO, LANE & McNAMARA, LLP
The Meadows
161 Worcester Road
Framingham, MA 01701

EXHIBIT A

3/05/30

024953

BK 3842 PG 0107

SEE
BOOK 451
PAGE 271

KNOW ALL MEN BY THESE PRESENTS, That, LOOMIS HOUSING CORPORATION

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 298 Jarvis Avenue, Holyoke, Hampden
County, Massachusetts, in consideration of,

SEE
BOOK 465
PAGE 66

SIX HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED NINETY ONE & 87/100
-----(\$681,391.87)-----DOLLARS

SEE
BOOK 465
PAGE 23

grants to LOOMIS VILLAGE, INC., a Massachusetts corporation duly organized with a
usual place of business at 246 North Main Street, South Hadley, Hampshire County,
Massachusetts

sk with warranty covenants
the land in South Hadley, Hampshire County, Massachusetts, bounded and described as
follows:

PARCEL ONE - Beginning at a point on the westerly side of the highway leading from South Hadley Falls to Smiths Ferry (now North Main Street), at the southeast corner of land now or formerly of Frederick Strong, and from thence running westerly at an included angle of $77^{\circ} 46'$ along land of the said Strong Two Thousand Seventy-Nine (2079) feet to a highway (now River Road) leading from the highway first mentioned to the Connecticut River; thence Southeasterly at an included angle of $57^{\circ} 52'$ along the easterly side of the said highway Four Hundred Sixty-Four (464) feet to a point; thence Easterly in a line parallel with the first described line One Thousand Seven Hundred Forty-Two and One-Half (1742-1/2) feet to the highway first mentioned; thence Northerly at an included angle of $102^{\circ} 14'$ along the westerly side of the said highway Four Hundred (400) feet to the place of beginning, containing about Seventeen and One-Sixth (17-1/6) acres.

Excepting from the foregoing the land conveyed by the Trustees to Paul L. Pin at ux by deeds dated June 9, 1970, recorded in Book 1573, Page 455, and August 21, 1975, recorded in Book 1845, Page 72.

PARCEL TWO - Beginning at an iron pin in the Southerly line of Parcel One hereinbefore described, which iron pin is Three Hundred Ninety-Five and 99/100 (395.99) feet Westerly from an iron pin in the Westerly line of North Main Street, at the Southeasterly corner of land formerly of one Mayowski, later of Pin, thence Westerly along land now or formerly of Mayowski, One Thousand Three Hundred Forty-Six and 50/100 (1346.50) feet, more or less, to the Easterly line of the River Road; thence Southerly along the Easterly line of said River Road, Forty and 50/100 (40.50) feet; thence Easterly and parallel with the first described line, Two Hundred Seventy-One and 50/100 (271.50) feet to a point; thence Southerly Four Hundred Four and 77/100 (404.77) feet to a point; thence Easterly One Thousand Eighty-Four (1084) feet to a point, said point being fifteen and one-half (15 1/2) feet Northerly from the center of an old chestnut tree; thence Northerly in a straight line, Four Hundred Forty-Seven and 89/100 (447.89) feet, more or less, to the iron pin at the point of beginning.

Being the same premises conveyed to the grantor herein by deed of Pine-Essex Realty Trust, dated December 16, 1988, recorded Hampshire County Registry of Deeds, Book 3304, Page 324.

SUBJECT to a taking by the Town of South Hadley made May 2, 1978, recorded in Book 2019, Page 264, for an easement for the Connecticut River Interceptor Sewer as shown on the Easement Plan recorded in Plan Book 106, Pages 87 and 88.

Property Address: 246 North Main Street, South Hadley, MA

BK3842PG0108

SUBJECT to the Order of Conditions of the South Hadley Conservation Commission dated July 26, 1991, and recorded in Hampshire County Registry of Deeds, Book 3789, Page 269.



In witness whereof the said LOOMIS HOUSING CORPORATION

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by *Gwendolyn Glass* and *James Thompson* its *PRESIDENT AND TREASURER* this *9th* day of December in the year one thousand nine hundred and ninety-one

Signed and sealed in presence of

[Signature]

LOOMIS HOUSING CORPORATION

by *[Signature]* *TREAS.*
Gwendolyn Glass Pres

42

December 9 1992

before me

Peter C. Connor

Notary Public
STATE OF CALIFORNIA

My commission expires December 17, 1971

Date Dec 13 1912 at 11 o'clock and 16 minutes 9 A.M. Room No. 1
 Exam'd with Hampshire Reg. of Deeds, Book 3842 Page 107
 Attest _____

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

Bk: 07690 Pg: 148

BK 3842 PG 0109

The Commonwealth of Massachusetts

ss.

December 9, 1991

Then personally appeared the above named Gwendolyn Glass, President and James Hampton, Treasurer
and acknowledged the foregoing instrument to be the free act and deed of the LOOMIS HOUSING CORPORATION

before me


Peter C. Connor
Notary Public
REGISTRATIONMy commission expires December 15, 1991

Dec 13 1991 at 11 o'clock and 16 minutes 9 A.M. Notary Public
exam'd with Hampshire Reg. of Deeds, Book 3842 Page 107
Attest [Signature]
REGISTER

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

**CIVIL ACTION
COVER SHEET**

05 137

Superior Court Department
County: Hampshire

PLAINTIFF(S) Morris/Switzer Environments for Health, Inc.

DEFENDANT(S) Loomis Communities, Inc. f/k/a/ Loomis Village, Inc. and Loomis Communities

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE
Eric Howard, Domestico, Lane & McNamara, LLP
161 Worcester Road, Framingham, MA 01701
508-626-9000
Board of Bar Overseers number: 640330

ATTORNEY (if known)
Thomas Conte

Origin code and track designation

Place an x in one box only:

- ☒ 1. F01 Original Complaint
☐ 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)
☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- ☐ 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)
☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
☐ 6. E10 Summary Process Appeal (X)

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)

CODE NO.	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?
A01, A99	Breach of Contract Mechanics' Lien	(F)	() Yes (X) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

- | | |
|------------------------------------|----|
| 1. Total hospital expenses | \$ |
| 2. Total Doctor expenses | \$ |
| 3. Total chiropractic expenses | \$ |
| 4. Total physical therapy expenses | \$ |
| 5. Total other expenses (describe) | \$ |

Subtotal \$

B. Documented lost wages and compensation to date

C. Documented property damages to date \$

D. Reasonably anticipated future medical and hospital expenses \$

E. Reasonably anticipated lost wages \$

F. Other documented items of damages (describe) \$

G. Brief description of plaintiff's injury, including nature and extent of injury (describe)

TOTAL \$

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

Breach of Contract and Mechanics' Lien Under G.L. c. 254

1,997,101.50
plus interest and
TOTAL \$ Attorney Fees

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

DATE: 6/30/05

CIVIL COVER SHEET

JS 44 (Rev. 11/04)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
MORRIS/SWITZER ENVIRONMENTS FOR HEALTH, INC.

(b) County of Residence of First Listed Plaintiff Williston, VT
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
John J. McNamara, Esquire, Domestico, Lane & McNamara, LLP, 161
Worcester Road, Framingham, MA 01701 (508) 626-9000

DEFENDANTS

LOOMIS COMMUNITIES, INC. F/K/A LOOMIS VILLAGE
INC. AND LOOMIS COMMUNITIES

County of Residence of First Listed Defendant Hampshire, MA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

Thomas J. Conte, Esquire, Bowditch & Dewey, LLP, 311 Main St.
P.O. Box 15156, Worcester, MA 01615-0156, (508) 926-3415

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Comm. ties/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332

Brief description of cause: Plaintiff asserts claims for breach of contract, quantum meruit and mechanics lien against Defendant pursuant to a construction project in South Hadley, MA

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$
1,997,101.50

CHECK YES only if demanded in complaint:
 JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

8/12/05

SIGNATURE OF ATTORNEY OF RECORD

Thomas J. Conte

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

306077

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Morris/Switzer Environments for Health, Inc. v. Loomis Communities, Inc. f/k/a Loomis Village, Inc. and Loomis Communities
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).
- ☐ I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- ☐ II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950. *Also complete AO 120 or AO 121 for patent, trademark or copyright cases
- ☒ III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- ☐ IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- ☐ V. 150, 152, 153.
3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.
-
4. Has a prior action between the same parties and based on the same claim ever been filed in this court? YES ☐ NO ☒
5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403) YES ☐ NO ☒
- If so, is the U.S.A. or an officer, agent or employee of the U.S. a party? YES ☐ NO ☒
6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284? YES ☐ NO ☒
7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
- YES ☒ NO ☐
- A. If yes, in which division do all of the non-governmental parties reside?
- Eastern Division ☐ Central Division ☐ Western Division ☒
- B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
- Eastern Division ☐ Central Division ☐ Western Division ☐
8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions) YES ☐ NO ☒

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Thomas J. Conte, EsquireADDRESS Bowditch & Dewey, LLP, 311 Main Street, P.O. Box 15156, Worcester, MATELEPHONE NO. 508- 926-3415